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-- REMARKS --

Claims 1-35 remain under consideration, and claims 36-37 have been added herein, without adding new matter. Applicants thank Examiner Cobanoglu and Supervisor Joseph Thomas for their courtesies in the telephonic interview conducted January 18, 2006. While no final agreement was reached, Applicants are confident that prosecution has been advanced.

A. Claims 1-5, 8-23, and 26-35 were rejected as unpatentable over Experton, United States Patent 5,995,965.

The rejection of claims 1-5, 8-23, and 26-35 as anticipated under 35 U.S.C §102(b) over Experton is traversed. In order to maintain this §102(b) rejection, each and every element of the claimed invention must be disclosed by the reference in as great detail as claimed. Because the reference does not disclose each and every element, this rejection must fall.

At a minimum, the reference does not disclose "receiving patient access instructions at the aggregate medical server," as claimed in claims 1, 19 and 35. At most, Experton discloses that a smart card is used to encode a user's identifying information and a remote location where records are stored. The card is used to activate a local processor that in turn accesses a network to download all or part of the corresponding records. See, abstract, Experton.

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The Examiner's citation to column 2, lines 42-50 is misplaced. What Experton discloses is:

According to the invention, user data, such as health or financial data for any number of patients or members, is stored in a data base at one or more remote facilities, for example, at one or more hospitals or one or more central processing facilities. Each patient/member is provided with a card, preferably a "smart card," which has a memory and, preferably, an onboard processor. The card is encoded with the respective patient's identifying information, and preferably includes other data such as card access authorization codes, information that identifies at least one remote network address of at least one remote facility where data records are stored, and specific patient file locations (data sub-addresses) at each network address.

At most, Experton discloses that the smart card includes "card access authorization codes" but not that the aggregate medical server receives patient access instructions. The Experton disclosure would require a requesting party to present the access card – whereas the instant claim allows a requestor to access the patient medical financial information based on the patient access instructions and an access request if the patient access instructions correspond with the access request.

Experton's disclosure of operating instructions for a processor is not the same as access instructions, nor is "access data 112". See, column 4, lines 38-50. Operating instructions for a processor is simply an operating system that provides instructions for operation of a processor. Further, access data 112 is not otherwise described, and therefore, Experton cannot disclose the claimed invention.

In addition, Experton does not disclose "determining whether the access request corresponds with the patient access instructions" as further claimed in claims 1, 19, and 35. The Examiner's reliance for the rejection on column 2, lines 51-57 (below) is misplaced.

The user (who may be, for example, the health care provider where the patient is being treated, or the patient himself), uses the card to activate a local processor, which then automatically accesses a network, generates and applies to the network a remote record request corresponding to the activating member's identification code, along with the appropriate remote network address(es). The remote

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A review of the actual disclosure of Experton illustrates that Experton does not disclose any comparison between patient access instructions and an access request. At most, Experton discloses that the card is used to access the network. Furthermore, Experton's references to use of encryption fails to illustrate that the patient access instructions and access request correspond. At most, use of encryption restricts access to a database based on comparing access 'keys.' See, column 10, lines 21-53.

Similarly, Experton does not disclose "sending a portion of the formatted patient medical financial information to the requestor based on the patient access instructions and the access request, if the patient access instructions correspond with the patient access request" as claimed in claims 1, 19, and 35. The Examiner's reliance for the rejection on column 2, lines 57-64 (below) is misplaced. At most, Experton discloses downloading data records, but not that the download is based on any correspondence between the patient access instructions and patient access request.

appropriate remote network address(es). The remote processor, which is also connected to the network, verifies the record request and downloads all or a requested or
so predetermined part of the corresponding user data records to the local processor. This data may then also be downloaded at least in part to the memory of the patient's portable card, after updating (as required) by the user of the patient's electronic record.

Yet further, Experton does not disclose "formatting the patient medical financial information into a requestor readable data format" as further claimed in claims 1, 19, and 35. The Examiner's allegation that "accepting any conventional format has the same meaning and benefit with formatting the data" is not relevant, especially in an anticipation rejection. The claim requires formatting the patient medical financial information into a requestor readable data format, not "any conventional format". The Examiner's reliance for the rejection on column 3, lines 42-45 (below) is misplaced. Experton discloses that a data file can be any conventional format. Experton does not disclose *formatting* the patient medical financial information *into a requestor readable data format*.

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order to verify his identity later. In the context of security,
note that security data could include data files in any
conventional format that show the image of the customer's
signature or, indeed of the customer herself.

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Additionally, claims 2 and 20 require receiving modified medical financial information from an insurance server at the aggregate medical server. No such element is disclosed by Experton. First, Experton does not disclose an insurance server. Second, Experton does not disclose that modified medical financial information is received from the insurance server at the aggregate medical server. The Examiner's reliance for the rejection on column 3 line 62 to column 4 line 8 is misplaced. At most, that citation discloses that a physician may need to upload to the central data base his own updates to a billing data base for the patient. See, column 3 line 62 to column 4 line 8. For similar reasons, Experton does not disclose the elements of claims 3 or 21.

Furthermore, claims 2-5, 9-18, 20-23 and 26-34 depend from one of claims 1 or 19 and are therefore patentable over the prior art for at least the same reasons as argued for claims 1 or 19.

Withdrawal of the rejections to claims 1-5, 8-23, and 26-35 is requested.

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B. Claims 6, 7, 24, and 25 were rejected as unpatentable over Experton in view of Ginter, United States Patent 5,915,019.

The rejection of claims 6, 7, 24, and 25 is traversed. In order to maintain this rejection, each and every element of the claims must be taught or suggested by the references alone or in combination.

Claims 6, 7, 24, and 25 depend directly or indirectly from one of claims 1 or 19 and are therefore patentable over the prior art for at least the same reasons of claims 1 or 19.

Furthermore, in order to combine the references in an obviousness rejection there must be a motivation to combine the references. The motivation must come from the references or from evidence such as an Examiner's affidavit or official notice. Since the Examiner provides no evidence, and the motivation does not come from the references, this obviousness rejection is unsupported. Without *evidence* of such factors, and without the motivation to combine the references which must come directly from the references, withdrawal of the rejections to claims 6, 7, 24, and 25 is respectfully requested.

C. Claims 36 and 37

The prior art does not disclose, teach, or suggest each and every element of claims 36 and 37, and therefore claims 36 and 37 are patentable over the references for at least similar reasons as argued above.

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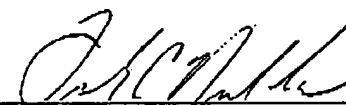
CONCLUSION

The Applicants respectfully submit that claims 1-37 fully satisfy the requirements of 35 U.S.C. §§101, 102, 103 and 112. In view of the foregoing, favorable consideration and early passage to issue of the present application is respectfully requested.

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Respectfully submitted,
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